

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No 2017-003; David Lorrey

Allegations: RSA 331-A:26, XXIII and RSA 331-A:26, XXIX

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and David Lorrey ("Respondent"), a real estate salesperson currently licensed in the State of New Hampshire, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to NH RSA 331-A:28, RSA 331-A:29, I and RSA 541-A:31, V, and if such proceeding were commenced, the allegations against the Respondent would be:
2. Respondent, a licensed salesperson since December 16, 2002, knowingly continued to act as a salesperson while not licensed, when, after his license to practice expired December 16, 2016, Respondent continued to participate in real estate transactions, even after his principal broker instructed Respondent on January 5, 2017 to, "*get his renewal application to the REC as soon as possible and to refrain from practicing real estate until Mr. Lorrey's license was reinstated.*"

Specifically, on at least three occasions Respondent either participated in a real estate closing, signed a commission agreement with another licensee, and/or signed a disclosure form acting as a licensee between the dates of December 17, 2016 and February 1, 2017. Respondent renewed his license to practice on February 1, 2017.

These actions are in violation of 331-A:26, XXIII and RSA 331-A:26, XXIX.

3. Respondent acknowledges that this conduct set forth in paragraph 2 constitutes grounds for the Commission to impose disciplinary sanctions against Respondent pursuant to the New Hampshire Real Estate Practice Act, NH RSA 331-A and New Hampshire Real Estate rules and regulations.

WHEREFORE, the Respondent consents to the Commission imposing the following discipline pursuant to RSA 331-A:28. I:

- A. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. **The Respondent shall pay a disciplinary fine in the amount of Two Thousand dollars (\$2000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire for violating NH RSA 331-A:26, XXIII of which Five Hundred dollars (\$500) is payable within sixty (60) days of the effective date of this Settlement Agreement AND One-Thousand Five Hundred dollars (\$1,500) is suspended for a period of twelve (12) consecutive months from the effective date of this Settlement Agreement at which time the suspended amount shall be dismissed provided no disciplinary action is implemented during the twelve (12) month suspension period beginning from the effective date of this Settlement Agreement. Should any new disciplinary action be imposed at any time from the effective date of**

this Settlement Agreement to the expiration of twelve (12) consecutive months, the suspended portion (\$1,500) shall be immediately due and payable in full.

Further, the Respondent shall pay a disciplinary fine in the amount of Two Thousand dollars (\$2000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire for violating NH RSA 331-A:26: XXIX, of which Five Hundred dollars (\$500) is payable within sixty (60) days of the effective date of this Settlement Agreement AND One-Thousand Five Hundred dollars (\$1,500) is suspended for a period of twelve (12) consecutive months from the effective date of this Settlement Agreement at which time the suspended amount shall be dismissed provided no disciplinary action is implemented during the twelve (12) month suspension period beginning from the effective date of this Settlement Agreement. Should any new disciplinary action be imposed at any time from the effective date of this Settlement Agreement to the expiration of twelve (12) consecutive months, the suspended portion (\$1,500) shall be immediately due and payable in full.

- B. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Commission.

- C. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Commission based upon the misconduct described above. However, the Commission may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future.
- D. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Commission as a public document.
- E. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
- F. The Commission agrees that in return for Respondent executing this *Settlement Agreement*, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein.
- G. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
- H. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.
- I. Respondent understands that the Commission must review and accept the terms of this *Settlement Agreement*. If the Commission rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this

Settlement Agreement has prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.

- J. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein. This *Settlement Agreement* shall take effect as an Order of the Commission on the date it is signed by an authorized representative of the Commission.

RECEIVED


NOV 8 2018

STATE OF NH
DIV. OF TECH.

FOR RESPONDENT


I, David Lorrey, have reviewed the foregoing Settlement Agreement including
misconduct allegations pending against me and, of my own free will and without
duress, and being knowledgeable about all of the consequences, admit to the
validity thereof, and agree to all of the terms of this Settlement Agreement.
Further, David Lorrey, knowingly and freely waives the right to further notice,
opportunity for hearing, substantial evidence, and findings and conclusions with
regard to the allegations, which have been settled by the terms of this Settlement
Agreement.

Dated: 11/7, 2018



David Lorrey
Respondent

On this 7th day of November A.D. 2018 personally
appeared the person who subscribe to the following instrument and acknowledged the same as
her/his voluntary act and deed before me.

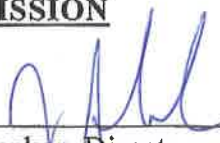


Victoria F. Dickinson
Justice of the Peace/Notary Public

My commission expires: December 6, 2022

FOR THE COMMISSION

Dated: 11/26, 2018



Joseph G. Shoemaker, Director
Division of Technical Professions
NH Office of Professional Licensure and Certification
Authorized Representative of the NH Real Estate
Commission